ADVERSE POSSESSION.—RECOGNITION OF TITLE IN ANOTHER.—Where before the running of the statutory period one holding adversely accepted a lease from a third party which embraced the property held adversely, *Held,* though this was an admission that he did not hold the land as his own, yet such admission was not conclusive against him in favor of a stranger to the lease and did not prevent him from proving his adverse possession. *Mitchell et ux.* v. *McShane Lumber Co., et al.,* 220 Fed. 878.

The decision of the court in the principal case rests on the theory that as the lease was between the plaintiff and a third party, it is permissible that he contradict or explain away the admission shown by his signing the lease and contract, and that the instrument did not give rise to an estoppel upon him in favor of the defendant in the suit, who was a stranger to the instrument. It is universally agreed that in order that an adverse holding may ripen into title it is essential that the holding be continuous for the statutory period. *Ewing* v. *Burnett,* 11 Pet. 53. The continuity of the possession may be broken in three ways only, (1) by some act of the real owner, (2) by some act of a stranger, (3) by some act of the adverse claimant. *Doe* v. *Anderson,* 79 Ala. 215; *Normant* v. *Eureka Co.,* 98 Ala. 189. The principal case states that the recognition and acknowledgement by the adverse claimant of a superior title in another, a stranger, is not such an action on the part of the stranger or the adverse claimant as will break the continuity. While it is recognized that the acknowledgement by the adverse claimant, during the running of the statutory period, of title in the true owner will break the continuity of possession, *Daveis* v. *Collins,* 43 Fed. 31; *Campau* v. *Lafferty,* 43 Mich. 429; there appears to be no case wherein the recognition was of title in a third party, i. e. a party other than the true owner. Passages in the cases of *Risher* v. *Madsen,* 94 Neb. 72, and *Chambers* v. *Bessent,* 17 N. Mex. 487, which appear to enunciate such a doctrine, would not seem to be justified on the facts of those cases. It would appear to be well established that if the claimant acquiesces in the entry and taking of possession by a third person who claims to own the land, this will interrupt his adverse possession, even though such third person subsequently surrenders possession to the claimant. *Ross* v. *Goodwin,* 88 Ala. 390; *Stephenson* v. *Wilson,* 50 Wis. 95.

BANKRUPTCY.—ACKNOWLEDGEMENT OF A BARRED INDEBTEDNESS.—Where a bankrupt, in contemplation of bankruptcy proceedings, had prior thereto written to his sister, a creditor, acknowledging the existence of a debt owed by him to her, which was barred by the statute of limitations, *held,* that in the absence of knowledge on her part concerning his critical financial condition or contemplated bankruptcy at such time, the bankrupt's act *per se* was not in fraud of his creditors or the Bankruptcy Act of 1898, and that such acknowledgement was effective to nullify the statute of limitations, revive the debt and render it a provable claim against the estate. *In re Blankenship,* (D. C. Cal. 1915) 220 Fed. 395.

The trustee affirmed that this deliberate recognition of the outlawed obligation, otherwise unenforceable—not because of non-existence but for